### Filing at a Glance

Companies: Nationwide Property & Casualty Insurance Company, Nationwide Mutual Insurance Company, Nationwide

Mutual Fire Insurance Company

Product Name: Commercial Multi-Peril - SERFF Tr Num: NWCM- State: Arkansas

Commercial Package 125249091

TOI: 05.0 Commercial Multi-Peril - Liability & SERFF Status: Closed State Tr Num: AR-PC-07-025651

Non-Liability

Sub-TOI: 05.0003 Commercial Package Co Tr Num: E-2006WLSD-6S9QFQ State Status:

Filing Type: Form Co Status: Pending - Submitted Reviewer(s): Betty Montesi,

Llyweyia Rawlins, Brittany Yielding

Author: Shirley Collins Disposition Date: 08-03-2007

Date Submitted: 07-31-2007 Disposition Status: Approved

Effective Date Requested (New): 08-01-2007

Effective Date Requested (Renewal): 08-01-2007

Effective Date Requested (Renewal): 08-01-2007

Effective Date (Renewal): 08-01-2007

2007

#### **General Information**

Project Name: Status of Filing in Domicile: Not Filed

Project Number: E-2006WLSD-6S9QFQ Domicile Status Comments:

Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:

Filing Status Changed: 08-03-2007

State Status Changed: 08-01-2007 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

We are filing to adopt new endorsements applicable to Golf Course Property written on Commercial Package policies.

Corresponding rules are being filed under this same Project Number (E-2006WLSD-6S9QFQ).

### **Company and Contact**

#### Filing Contact Information

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Columbus, OH 43215 (614) 249-3922[FAX]

**Filing Company Information** 

Nationwide Property & Casualty Insurance CoCode: 37877 State of Domicile: Ohio

Company

One Nationwide Plaza Group Code: 140 Company Type:

1-17-02

Columbus, OH 43215 Group Name: State ID Number:

FEIN Number: 31-0970750 (614) 249-2271 ext. [Phone]

Nationwide Mutual Insurance Company CoCode: 23787 State of Domicile: Ohio

One Nationwide Plaza Group Code: 140 Company Type: Property &

Casualty 1-17-02

State ID Number: Columbus, OH 43215 Group Name:

(614) 249-2271 ext. [Phone] FEIN Number: 31-4177100

Nationwide Mutual Fire Insurance Company CoCode: 23779 State of Domicile: Ohio One Nationwide Plaza

Group Code: 140 Company Type: Property &

Casualty

1-17-02 Columbus, OH 43215 Group Name: State ID Number:

(614) 249-2271 ext. [Phone] FEIN Number: 31-4177110

### **Filing Fees**

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation: \$50. per submission

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Nationwide Mutual Fire Insurance Company \$0.00 07-31-2007

Nationwide Mutual Insurance Company \$50.00 07-31-2007 14875687

Nationwide Property & Casualty Insurance \$0.00 07-31-2007

Company

# **Correspondence Summary**

### Dispositions

| Status   | Created By       | Created On | Date Submitted |
|----------|------------------|------------|----------------|
| Approved | Llyweyia Rawlins | 08-03-2007 | 08-03-2007     |

# **Disposition**

Disposition Date: 08-03-2007 Effective Date (New): 08-01-2007 Effective Date (Renewal): 08-01-2007

Status: Approved

Comment:

Rate data does NOT apply to filing.

| Item Type           | Item Name                             | Item Status | <b>Public Access</b> |
|---------------------|---------------------------------------|-------------|----------------------|
| Supporting Document | Uniform Transmittal Document-Property | Yes         |                      |
| •                   | Casualty                              |             |                      |
| Supporting Document | Form Filing Memorandum                | Approved    | Yes                  |
| Form                | Golf Course Property Endorsement      | Approved    | Yes                  |
| Form                | Golf Course Increased Limits Schedule | Approved    | Yes                  |

### Form Schedule

| Review   | Form Name        | Form #    | Edition | Form Type Action | <b>Action Specific</b> | Readability | Attachment |
|----------|------------------|-----------|---------|------------------|------------------------|-------------|------------|
| Status   |                  |           | Date    |                  | Data                   |             |            |
| Approved | Golf Course      | Fire 3290 | 07 06   | Endorseme New    |                        | 0.00        | FIRE 3290  |
|          | Property         |           |         | nt/Amendm        |                        |             | (7 06).pdf |
|          | Endorsement      |           |         | ent/Conditi      |                        |             |            |
|          |                  |           |         | ons              |                        |             |            |
| Approved | Golf Course      | Fire 3291 | 07 06   | Endorseme New    |                        | 0.00        | FIRE 3291  |
|          | Increased Limits |           |         | nt/Amendm        |                        |             | (7 06).pdf |
|          | Schedule         |           |         | ent/Conditi      |                        |             |            |
|          |                  |           |         | ons              |                        |             |            |

POLICY NUMBER: COMMERCIAL PROPERTY

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### GOLF COURSE PROPERTY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM CAUSES OF LOSS - SPECIAL FORM

#### **SCHEDULE**

| "Putting Greens", "Fairways", and "Tee Boxes" | Wind/Hail Exclusion applies |
|---|-----------------------------|
| "Outdoor Property"                            | Wind/Hail Exclusion applies |

- A. Under the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, the following amendments are made:
  - Throughout the BUILDING AND PERSONAL PROPERTY COVERAGE FORM (CP 00 10) the CAUSES OF LOSS - SPECIAL FORM (CP 10 30), the phrase "within 100 feet" is replaced by "within 1,000 feet".
  - 2. Under Section A. Coverage, 1. Covered Property, paragraph b. is revised to include the following:
    - Property you own that is used in your business including golf carts, grounds maintenance equipment, lawn mowers, and other equipment used for landscaping and grounds maintenance.
  - 3. Under Section A. Coverage, 2. Property Not Covered, the following amendments are made:
    - a. Paragraph a. is deleted and replaced by:
      - Accounts, bills, currency, food stamps or other evidences of debt, "money", notes, or "securities", except as provided in the Accounts Receivable, Employee Dishonesty and Money and Securities Coverage Extensions and the Forgery Or Alteration Additional Coverage in this endorsement. Lottery tickets held for sale are not "securities".
    - b. Paragraph h. is deleted and replaced by: Land (including land on which the property is located), water, growing crops or lawns except as provided under 9.e. "Putting Greens", "Fairways", and "Tee Boxes" in this endorsement.

- c. Paragraph n. is deleted and replaced by the following:
  - The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data.
- d. The following is added to Property Not Covered:

Electronic data, except as provided under the Additional Coverage for Electronic Data under this endorsement. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This Paragraph n., does not apply to your "stock" of prepackaged software.

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- 4. Under Section A. Coverage, 4. Additional Coverages, the following amendments are made:
  - a. In Additional Coverage a. Debris Removal, the \$10,000 additional amount shown in C. Limits of Insurance paragraph 2. is increased to \$25,000.
  - In Additional Coverage b. Preservation of Property paragraph 2), 30 days is replaced by 45 days.
  - c. In Additional Coverage c. Fire Department Service Charge, the \$1,000 limit is increased to \$10,000.
  - d. In Additional Coverage d. Pollutant Clean Up and Removal, the \$10,000 limit is increased to \$25,000.
- Under Section A. Coverage, 4. Additional Coverages, the following Additional Coverages are added:

# a. Debris Removal Coverage for Trees, Shrubs, and Plants

We will pay up to \$10,000 for "Debris Removal Coverage for Trees, Shrubs, and Plants," for direct physical loss or damage caused by windstorm or hail.

#### b. Damaged Master Key

If a master or grand master key (not electronic key card) is lost or damaged by a Covered Cause of Loss we will pay up to \$5,000 for the cost of replacing the keys (the master and all keys used in the same lock), the cost of adjusting locks to accept new keys, or the cost to replace locks.

#### c. Fire Extinguisher Recharge

We will pay up to \$10,000 for the cost of recharging your Underwriters Laboratories listed or Factory Mutual approved type ABC (multipurpose) fire extinguishers or dry chemical fixed pipe fire extinguishing systems after being used in fighting a fire on your premises or on adjoining premises.

#### d. Arson Reward

We will pay up to \$5,000 for information which leads to an arson conviction in connection with a fire loss covered under this Coverage Form. Regardless of the number of persons involved in providing information our liability under this Additional Coverage will not be increased.

#### e. Back Up Or Overflow Water Damage

 We will pay for loss or damage to Covered Property caused by or resulting from water that backs up or overflows from a sewer, drain or sump. HOWEVER, we will not pay for such loss or damage that occurs during the period beginning 10 days before and ending 10 days after a "flood" on the insured premises.

 Under this Back Up Or Overflow Water Damage Additional Coverage, we will pay up to \$25,000 for loss or damage to Covered Property at each described building.

HOWEVER, regardless of the number of occurrences or buildings, the most we will pay is \$25,000 in any one policy period.

 The limit of insurance that applies to coverage under this Back Up Or Overflow Water Damage Additional Coverage includes any loss arising from any Business Income and/or Extra Expense coverages.

#### f. Interruption Of Services

We will pay up to \$20,000 for the resulting direct or indirect loss of or damage to Covered Property at the described premises caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the following property, not on the described premises:

- Water Supply Services, meaning the following types of property supplying water to the described premises:
  - a) Pumping Stations; and
  - b) Water Mains.
- Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
  - a) Communication transmission lines;
  - b) Coaxial cables; and
  - Microwave radio relays, except satellites.

This does include overhead communication lines.

- Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:
  - a) Utility generating plants;
  - b) Switching stations;
  - c) Substations;

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- d) Transformers; and
- e) Transmission lines.

This does include overhead transmission lines.

4) This coverage does not apply to loss if, at the time of loss or damage, there is other valid and collectible insurance except that this coverage shall, in such case, apply only as excess and in no event as contributing insurance, and then only after all other insurance has been exhausted.

#### g. Automatic Cooking Protection Systems

We will pay up to \$1,000 to recharge or refill the Automatic Cooking Protection System when loss is caused by or results from accidental leakage or discharge.

This Additional Coverage does not apply to periodic refill or recharge unless an accident has occurred.

# h. Business Income with Ordinary Payroll Limitation

We will pay for the actual loss of Business Income, including "rental value", you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at premises which are described in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- a) The portion of the building which you rent, lease or occupy; and
- b) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.
- We will only pay for loss of Business Income that you sustain during the "period of restoration" and that occurs within 12 consecutive months after the date of direct physical loss

or damage. We will only pay for "ordinary Payroll expenses" for 60 days following the date of direct physical loss or damage.

- 3) Additional Limitation Interruption of Computer Operations. Coverage for Business Income does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data. Electronic data has the meaning set forth in paragraph A.3.d. of this endorsement.
- 4) Business Income means the:
  - a) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; but not including any Net Income that would likely have been earned as a result of an in crease in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses; and
  - b) Continuing normal operating expenses incurred; including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

#### i. Extra Expense

- Extra Expense coverage is provided at the premises described in the Declarations.
- 2) We will pay the actual and necessary Extra Expense (other than the expense to repair or replace property) to:
  - Avoid or minimize the "suspension" of business and to continue "operations" at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
  - b) Minimize the "suspension" of business if you cannot continue "operations".

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage.

 We will only pay for Extra Expense that occurs within 12 consecutive months

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- after the date of direct physical loss or damage.
- 4) Additional Limitation Interruption of Computer Operations. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data, or any loss or damage to electronic data. Electronic data has the meaning set forth in paragraph A.3.d. of this endorsement.
- 5) Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

#### j. Spoilage Of Perishable Stock

- We will pay up to \$25,000 for loss or damage to "Perishable Stock" owned by you or by others at the described premises that is in your care, custody, or control, resulting from direct physical loss or damage caused by:
  - a) "Mechanical Breakdown";
  - b) "Contamination"; or
  - c) "Power Outage".
- 2) There is no coverage for "Perishable Stock":
  - a) On buildings;
  - b) In the open; or
  - c) In or on vehicles.
- Only the following Exclusions contained in paragraph B.1 of the CAUSES OF LOSS - SPECIAL FORM, applicable to this Coverage Part, apply to this Additional Coverage Spoilage of Perishable Stock:
  - a) Earth Movement;
  - b) Governmental Action;
  - c) Nuclear Hazard;
  - d) War and Military Action; and
  - e) Water.
- 4) We will not pay for loss or damage caused by or resulting from:
  - The disconnection of any refrigerating, cooling, or humidity control system from the source of power.

- The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
- The inability of an Electrical Utility Company or other power source to provide sufficient power due to:
  - i) Lack of fuel; or
  - ii) Governmental order.
- d) The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.
- e) Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

#### k. Golf Ball Damage

We will pay up to \$500 per occurrence for damage to a vehicle or other personal property (owned by other than the insured) caused by being struck with a golf ball while the vehicle or other personal property is on the described premises or on a roadway adjoining the described premises. This coverage does not extend to real property located adjacent to the described premises. This coverage is excess over any other valid and collectible insurance.

# I. Mechanical Breakdown: Boiler, Pressure Vessels and Air Conditioning Units

- We will pay up to \$10,000 per occurrence for direct damage to Covered Property caused by an "Accident" to an "Object". The "object" must be:
  - a) Owned by you or in your care custody or control; and
  - b) At the described premises.
- 2) None of the following is an "Accident":
  - Depletion, deterioration, corrosion or erosion;
  - b) Wear and tear:
  - Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
  - d) Breakdown of any vacuum tube, gas tube or brush;
  - e) Breakdown of any electric computer or electronic data processing equipment;
  - f) Breakdown of any structure or foundation supporting the "Object" or any of its parts;

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- g) The functioning of any safety or protective device; or
- The explosion or gases or fuel within the furnace of any "Object" or within the flues passages through which the gases of combustion pass.
- 3) "Object" does not mean:
  - a) As Boiler and Pressure Vessels:
    - Equipment that is not under internal vacuum or internal pressure other than weight of contents;
    - ii) Boiler settings;
    - iii) Insulating or refractory material;
    - iv) Electrical, reciprocating or rotating apparatus within or forming a part of the boiler or vessel.
  - b) As Air Conditioning Units, any:
    - Vessel, coiling tower, reservoir or other source of coiling water for a condenser or compressor, or any water piping leading to or from that source; or
    - ii) Wiring or piping leading to or from the unit.
- 4) Exclusions and limitations
  - a) Exclusion B.2.d)6) and limitations C.1.a) and b) do not apply to this additional coverage.
  - The following additional exclusion is added:

We will not pay for an "Accident" to any "Object" while being tested.

- 5) Additional Condition
  - a) Suspension

Whenever an "Object" is found to be in, or exposed to, a dangerous condi-tion, any of our representatives may immediately suspend the insurance against loss from any "Accident" to that "Object". This can be done by delivering or mailing a written notice or suspension to:

- i) Your last known address; or
- ii) The address where the "object" is located.

If we suspend your insurance policy, you will get a pro rata refund of premium. But the suspension will be

effective even if we have not yet made or offered a refund.

#### m. Forgery Or Alteration

- We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:
  - Made or drawn by or drawn upon you; or
  - b) Made or drawn by one acting as your agent,

or that are purported to have been so made or drawn.

- 2) If you are sued for refusing to pay any instrument covered in Paragraph 1) above, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense.
- 3) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$5,000.

#### n. Increased Cost Of Construction

- This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.
- 2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with enforcement of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in n.3) through n.9) of this Additional Coverage.
- 3) The ordinance or law referred to in n.2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises, and is in force at the time of loss.
- 4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:
  - You were required to comply with before the loss, even when the building was undamaged; and
  - b) You failed to comply with.

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- 5) Under this Additional Coverage, we will not pay for:
  - a) The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
  - b) Any costs associated with the enforcement of an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.
- 6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is \$25,000 or 10% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of: \$25,000 or 10% times the value of the damaged building as of the time of loss times the applicable coinsurance percentage.

The amount payable under this Additional Coverage is additional insurance.

- 7) With respect to this Additional Coverage:
  - We will not pay for the Increased Cost of Construction:
    - Until the property is actually repaired or replaced, at the same or another premises; and
    - ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
  - b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of n.6) of this Additional

- Coverage, is the increased cost of construction at the same premises.
- c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of n.6) of this Additional Coverage, is the increased cost of construction at the new premises.
- 8) This Additional Coverage is not subject to the terms of the Ordinance or Law Exclusion, to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.
- 9) The costs addressed in the Loss Payment and Valuation Conditions, and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of an ordinance or law. The amount payable under this Additional Coverage, as stated in n.6) of this Additional Coverage, is not subject to such limitation.

#### o. Electronic Data

- Under this Additional Coverage, electronic data has the meaning described under Property Not Covered – Electronic Data.
- 2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.
- 3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage – Electronic Data, subject to the following:
  - a) If the Causes Of Loss Special Form applies, coverage under this Additional Coverage – Electronic Data is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.
  - b) If the Causes Of Loss Broad Form applies, coverage under this Additional Coverage – Electronic Data includes Collapse as set forth in that form.

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- c) If the Causes Of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage Electronic Data.
- d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.
- 4) The most we will pay under this Additional Coverage - Electronic Data under 3) a) and b), and as limited in c), is \$10,000, and under 3) d) the most we will pay is \$2,500, for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.
- 6. Under Section A. Coverage, 5. Coverage Extensions, the following amendments are made:
  - a. Coverage Extension a. Newly Acquired Or Constructed Property:
    - 1) Under paragraph 1) Buildings, the limit of \$250,000 is increased to \$1,000,000.
    - Under paragraph 2) Your Business Personal Property, the following is added:

- Newly acquired groundskeeping equipment and golf carts owned by you; and
- b) Groundskeeping equipment and golf carts leased, rented, loaned or borrowed for a period not exceeding 30 days.

HOWEVER, no additional premium will be charged for Item b) above.

The most we will pay for loss or damage under Extension 2) Your

Business Personal Property, is \$100,000.

- In Coverage Extension 3) Period of Coverage, item b) is deleted and replaced with the phrase "the end of the policy term".
- In Coverage Extension b. Personal Effects
   And Property Of Others, the limit of \$2,500 is increased to \$15,000.
- c. Coverage Extensions d. Property Off Premises, paragraph 3), the limit of \$10,000 is replaced by \$15,000.
- 7. Under Section A. Coverage, 5. Coverage Extensions, the following is added to paragraph b. **Personal Effects And Property of Others:**

HOWEVER, with respect to golfing equipment, including golf carts and clubs owned by others while on the premises described in the Declarations or in transit on a vehicle you own, lease, or rent subject to the following paragraphs a., b. and c.:

- Our payment for loss or damage to golfing equipment, including golf carts and clubs owned by others, will only be for the account of the owner of the property.
- b. We will only pay for the amount of the covered loss or damage in excess of the amount due from any other valid and collectible insurance.
  - Other valid and collectible insurance means any insurance that you or the owner has covering the golfing equipment, including golf carts and clubs.
- c. The most we will pay under paragraph a. above is \$50,000, but not more than \$2,500 for golfing equipment, including golf carts and clubs, owned by any one individual.
- Under Section A. Coverage, 5. Coverage Extensions, Paragraph c. Valuable Papers and Records

   Cost of Research is replaced by:
  - Valuable Papers And Records (Other Than Electronic Data)
    - You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or

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restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered – Electronic Data.

- If the Causes Of Loss Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.
- If the Causes Of Loss Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.
- 4) Under this Extension, the most we will pay to replace or restore the lost information is \$25,000 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.
- 9. Under Section A. Coverage, 5. Coverage Extensions, Paragraph e. Outdoor Property is replaced by:

#### e. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your:

- 1) Pipes, dams, in-ground sprinkler systems and related equipment, pilings, piers, wharves or docks, fences, bridges, roadways, walks, patios, or other paved surfaces, retaining walls that are not part of a building, hole markers, tee markers, ball washers, water coolers, flags, including flag-stick, cups, benches, exterior light fixtures, poles, radio and television antennas, including their lead in wiring, masts or towers, satellite dishes, bells, and other property fixtures related to the golf course. including debris removal expense, caused by or resulting from any of the following causes of loss if they are a Covered Causes of Loss:
  - a) Fire:
  - b) Lightning;
  - c) Explosion;

- d) Riot or Civil Commotion;
- e) Windstorm or Hail;
- f) Theft;
- g) Vandalism;
- h) Aircraft; or
- i) Vehicles.

The most we will pay for loss or damage under this Extension is \$50,000.

If the Wind or Hail Exclusion is indicated in the Schedule, we will not pay for loss or damage caused by wind or hail.

- Trees, shrubs, and plants including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Cause of Loss.
  - a) Fire;
  - b) Lightning;
  - c) Explosion;
  - d) Riot or Civil Commotion;
  - e) Theft;
  - f) Vandalism;
  - g) Aircraft; or
  - h) Vehicles.

The most we will pay for loss, damage or debris removal expense under this Extension is \$10,000, but not more than \$500 for any one tree, shrub, or plant.

- 3) Outdoor signs, whether attached to a building or not, at the described premises:
  - a) Owned by you; or
  - b) Owned by others but in your care, custody or control;

for loss or damage caused by a Covered Cause of Loss.

The most we will pay for loss or damage in any one occurrence is the cost to replace the damaged sign.

 Under Section A. Coverage, 5. Coverage Extensions the following Coverage Extensions are added:

#### a. Accounts Receivable

You may extend the insurance that applies to Covered Property to apply to your Accounts Receivable to cover:

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- All sums due you from customers, provided you are unable to effect collection;
- Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectable by loss or damage;
- Collection expenses in excess of normal collection costs made necessary because of loss or damage; or
- Other reasonable expenses incurred by you in reestablishing records of accounts receivable, other than the cost to replace or restore electronic data or the information on valuable papers and records, following such loss or damage;

which are the direct result of loss or damage by a Covered Cause of Loss to accounts receivable records.

The most we will pay under this Extension is \$25,000 at each described premises.

# b. Artificially Generated Electrical Current Damage

You may extend the insurance that applies to Your Business Personal

Property at the described premises to apply to loss or damage caused by or resulting from artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires.

HOWEVER, coverage under this Coverage Extension does not apply to loss or damage to electronic data as defined in paragraph A.3.d. of this endorsement or the impairment of the ability to access or manipulate such data.

Under the CAUSES OF LOSS - SPECIAL FORM, B. Exclusions, exclusion 2.a. does not apply to this Coverage Extension.

The most we will pay under this Extension is \$15,000 per occurrence.

#### c. Employee Dishonesty

 You may extend the insurance provided by this Coverage Form to apply to Your Business Personal Property, including "money" and "securities". The loss or damage to such property must result from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:

- a) Cause you to sustain a loss or damage; and also
- b) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
  - i) Any employee; or
  - ii) Any other person or organization intended by the employee to receive that benefit.
- 2) We will not pay for loss or damage:
  - Resulting from any dishonest or criminal act that you or any of your partners commit whether
    - acting alone or in collusion with other persons.
  - b) The only proof of which as to its existence or amount is:
    - ) An inventory computation; or
    - ii) A profit and loss computation.
- 3) We will pay only for loss or damage you sustain through acts committed or events occurring during the Policy Period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
- 4) This coverage does not apply to any employee immediately upon discovery by you or any of your partners, officers or directors not in collusion with the employee, of any dishonest act committed by that employee before or after being hired by you.
- We will pay only for covered loss or damage discovered not later than one year from the end of the Policy Period.
- 6) If you (or any predecessor in interest) sustained loss or damage during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage has expired, we will pay for it under this Coverage Extension provided:
  - This Coverage Extension became effective at the time of cancellation or termination of the prior insurance; and

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- b) The loss or damage would have been covered by this Coverage Extension had it been in effect when the acts or events causing the loss or damage were committed or occurred.
- 7) The insurance under the preceding paragraph is part of, not in addition to, the Limit of Insurance applying to this Coverage Extension and is limited to the lesser of the amount recoverable under:
  - This Coverage Extension as of its effective date; or
  - b) The prior insurance had it remained in effect.
- 8) All loss or damage is considered one occurrence if it:
  - a) Is caused by one or more persons; or
  - Involves a single act or series of related acts.
- Unless a higher limit is shown in the Declarations, the most we will pay under this Extension is \$10,000 per occurrence.

#### d. Money and Securities

- 1) You may extend the insurance provided by this Coverage Form to apply to "money" and "securities" used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee having use and custody of the property, at the described premises, or in transit between any of these places. The loss or damage to "money" and "securities" must result directly from:
  - a) Theft, meaning any act of stealing;
  - b) Disappearance; or
  - c) Destruction.
- 2) In addition to the Limitations and Exclusions applicable, we will not pay for loss:
  - Resulting from accounting or arithmetical errors or omissions;
  - b) Due to the giving or surrendering of property in any exchange or purchase;
  - c) Of property contained in any money-oriented device unless the amount of "money" deposited

- in it is recorded by a continuous recording instrument in the device; or
- d) From an unattended motor vehicle.
- HOWEVER, in the CAUSE OF LOSS SPECIAL FORM, under C. Limitations, paragraph 1.e. does not apply to this Coverage Extension.
- 3) You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.
- 4) In the event of loss or damage we will determine the value as follows:
  - a) "Money" at its face value; and
  - b) "Securities" at their value at the close of business on the day the loss is discovered.
- 5) All loss:
  - a) Caused by one or more persons; or
  - Involving a single act or series of related acts:
  - is considered one occurrence.
- 6) Unless a higher limit is shown in the Declarations, the most we will pay for loss in any one occurrence under this Extension is:
  - a) \$10,000 per occurrence for "money" and "securities" while in or on the described premises or within a bank or savings institution; and
  - \$10,000 per occurrence for "money" and "securities" while anywhere else.
- e. "Putting Greens", "Fairways", and "Tee Boxes"
  - We will pay for the cost to repair your "putting greens", "fairways" and "tee boxes" as well as debris removal from an insured location when the damage is caused by:
    - a) Windstorm or Hail;
    - b) Vandalism;
    - c) Malicious Mischief;
    - d) Vehicles;
    - e) Aircrafts;
    - f) Lightning; or

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- g) Animals, other than insects, larva, grubs and worms.
- 2) The most we will pay for repair and debris removal combined is \$100,000.
- If the Wind or Hail Exclusion is indicated in the schedule, we will not pay for loss or damage caused by wind or hail.

#### f. Salespersons Samples

You may extend the insurance that applies to Your Business Personal Property to apply to salespersons samples while away from described premises. The most we will pay under this Extension is \$10,000 per occurrence.

- 10. Under Section C. Limits of Insurance, the following amendments are made:
  - The second paragraph, relating to outdoor signs attached to buildings, is deleted
  - b. The third paragraph is deleted and replaced by:

The limits applicable to the Business Income with Ordinary Payroll Limitation, Extra Expense, Fire Department Service Charge, Pollutant Clean Up and Removal, Damaged Master Key, Fire Extinguisher Recharge, Arson Reward, Spoilage Of Perishable Stock, Back Up Or Overflow Water Damage, Golf Ball Damage, Mechanical Breakdown: Boiler, Pressure Vessels and Air Conditioning Units, and Forgery Or Alteration Additional Coverages are in addition to the Limits of Insurance.

c. The fourth paragraph is deleted and replaced by:

Payment under the following Additional Coverages will not increase the applicable Limits of Insurance:

- 1) Preservation of Property;
- 2) Interruption Of Services; or
- 3) Automatic Cooking Protection Systems.
- B. Under the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, Section D. Deductible, does not apply to the following Additional Coverages:
  - 1. Business Income;
  - Extra Expense; and
  - 3. Golf Ball Damage.
  - 4. Fire Extinguisher Recharge; and
  - 5. Arson Reward.

- C. Under Section E. Loss Conditions, 3. Duties In The Event of Loss Or Damage, the following is added to paragraph a:
  - Resume all or part of your "operations" as quickly as possible.
- D. Under Section F. Additional Conditions, the following is added as applicable to the Forgery Or Alteration Additional Coverage:

#### **Facsimile Signature**

We will treat mechanically reproduced facsimile signatures the same as handwritten signatures.

- E. Under Section G. Optional Coverages, the following is added:
  - Your Business Personal Property Limit -Seasonal Increase
    - The Limit of Insurance for Your Business Personal Property will automatically increase by 25% to provide for seasonal variations.
    - b. This increase will apply only if the Limit of Insurance shown for Your Business Personal Property in the Declarations is at least 100% of your average monthly values during the lesser of:
      - The 12 month period immediately preceding the date the loss or damage occurs; or
      - The period of time you have been in the business as of the date the loss or damage occurs.
- F. In the CAUSES OF LOSS SPECIAL FORM,
  - Under Section C. Limitations, Paragraph 2, concerning limitations on coverage for Glass, is deleted when coverage for buildings or structures is provided by this policy.
  - 2. Under Section E. Additional Coverage Extensions, paragraph 1. Property in Transit is deleted and replaced by:
    - 1. Property in Transit

This Extension applies only to your personal property to which this form applies.

a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salesperson) in transit more than 1,000 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.

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- Loss or damage must be caused by or result from one of the following covered causes of loss:
  - 1) A Covered Cause of Loss.
  - Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the road bed.
  - Theft of an entire bale, case, or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of forced entry.
  - 4) "Flood".
  - 5) Collapse of bridges, culverts, docks, or wharves; or
  - 6) Earthquake.
- c. The most we will pay in any one occurrence for loss or damage under this Extension is \$25,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

#### G. Definitions

- 1. "Suspension" means:
  - The slowdown or cessation of your business activities; or
  - b. That a part or all of the described premises is rendered untenantable.
- 2. "Operations" means:
  - a. Your business activities occurring at the described premises; and
  - b. The tenantability of the described premises.
- 3. "Rental Value" means the:
  - Total anticipated rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, and
  - b. Amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be your obligations, and
  - c. Fair rental value of any portion of the described premises which is occupied by you.
- "Period Of Restoration" means the period of time that:
  - a. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and

- b. Ends on the earlier of:
  - The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
  - 2) The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- Regulates the construction, use or repair, or requires the tearing down of any property; or
- b. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

- 5. "Ordinary Payroll Expenses" means payroll expenses for all your employees except:
  - a. Officers:
  - b. Executives;
  - c. Department managers; and
  - d. Employees under contract.

"Ordinary payroll expenses" include:

- a. Payroll;
- Employee benefits, if directly related to payroll;
- c. FICA payments you pay;
- d. Union dues you pay; and
- e. Workers compensation premiums.
- 6. "Money" means:
  - a. Currency, coins and bank notes in current use and having a face value; and
  - b. Travelers checks, register checks and money orders held for sale to the public.
- 7. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or other property and includes:
  - Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) whether or not in current use; and
  - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you.

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- It does not include "money" or lottery tickets held for sale.
- "Mechanical Breakdown" means the change in temperature or humidity resulting from mechanical breakdown or failure of refrigeration, cooling, or humidity control apparatus or equipment, only while such equipment or apparatus is at the described premises.
- 9. "Contamination" means contamination by the refrigerant.
- "Power Outage" means a complete or partial interruption of electrical power, either on or off the described premises due to conditions beyond your control.
- 11. "Perishable Stock" means business personal property:
  - a. Maintained under controlled conditions for its preservation; and
  - b. Susceptible to loss damage if the controlled conditions change.
- 12. "Fairways" means the areas of shortly cut and maintained grass located between the "tee boxes" and the "putting greens".
- 13. "Putting Greens" means the areas of very shortly cut and maintained grass specifically prepared for each hole.
- 14. "Tee Boxes" mean the areas shortly cut and maintained grass specifically prepared for starting each hole.
- 15. "Object" means any of the following equipment:
  - a. Boiler and Pressure Vessels:
    - Steam heating boilers and condensate return tanks used with them;
    - 2) Hot water heating boilers and expansion tanks used with them;
    - 3) Hot water supply boilers;
    - Other fired or unfired vessels used for maintenance or service of the described premises but not used for processing or manufacturing;
    - Steam boiler piping, valves, fittings, traps and separators, but only if they:

- a) Are on your premises or between parts of your premises;
- b) Contain steam or condensate of steam; and
- Are not part of any other vessel or apparatus;
- Feed water piping between any steam boiler and a feed pump or injector.
- b. Air Conditioning Units Any air conditioning unit that has a capacity of 60,000 BTU or more, including:
  - Inductors, convectors and coils that make use of a refrigerant and form part of a cooling, humidity control or space heating system;
  - Interconnecting piping, valves and fittings containing only a refrigerant, water, brine, or other solution;
  - 3) Vessels heated directly or indirectly that:
    - Form part of an absorption type system; and
    - b) Function as a generator, regenerator or concentrator;
  - Compressors, pumps, fans and blowers used solely with the system together with their driving electric motors; and
  - 5) Control equipment used solely with the system.
- 16. "Accident" means a sudden and accidental breakdown of the "Object" or a part of the "Object". At the time the breakdown occurs, it must manifest itself by physical damage to the "object" that necessitates repair or replacement.
- 17. "Forgery" means the signing of the name of another person or organization with intent to deceive. It does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.

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POLICY NUMBER: COMMERCIAL PROPERTY

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **GOLF COURSE INCREASED LIMITS SCHEDULE**

This endorsement modifies insurance provided under the following:

GOLF COURSE PROPERTY ENDORSEMENT

This schedule replaces coverage limits under the Golf Course Property Endorsement. If no limits are shown, the coverage limits listed under the Golf Course Property Endorsement would apply.

| "Debris Removal Coverage for Trees, Shrubs, and Plants" Limit of Insurance | \$ |
|--|----|
| "Back Up Or Overflow Water Damage"   |    |
| Limit of Insurance   | \$ |
| "Putting Greens", "Fairways", and "Tee Boxes"                              | \$ |
| Limit of Insurance   |    |
| "Outdoor Property"   | \$ |
| Limit of Insurance   |    |

All terms and conditions of this policy apply unless modified by this endorsement.

# **Rate Information**

Rate data does NOT apply to filing.

# **Supporting Document Schedules**

**Review Status:** 

Satisfied -Name: Uniform Transmittal Document-

Approved 08-03-2007

Property & Casualty

Comments: Attachments:

Form Filing Schedule.pdf P & C Trans - Form.pdf

**Review Status:** 

Form Filing Memorandum Approved 08-03-2007

Comments: Attachment:

Satisfied -Name:

Form Filing Memorandum.pdf

### FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms) (Do <u>not</u> refer to the body of the filing for the forms listing, unless allowed by state.)

| 1. | This filing transmittal is part of Company Tracking #   | E-2006WLSD-6S9QFQ |
|----|---|-------------------|
| 2. | This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable) | E-2006WLSD-6S9QFQ |

| 3. | Form Name<br>/Description/Synopsis       | Form # Include edition date | Replacement<br>Or<br>withdrawn?                | If replacement,<br>give form #<br>it replaces | Previous state filing number, if required by state |
|----|--|-----------------------------|--|---|--|
| 01 | Golf Course Property<br>Endorsement      | Fire 3291 (07 06)           | [X] New [ ] Replacement [ ] Withdrawn          |   |  |
| 02 | Golf Course Increased<br>Limits Schedule | Fire 3291 (07 06)           | [ <b>X</b> ] New [ ] Replacement [ ] Withdrawn |   |  |
| 03 |  |                             | [ ] New<br>[ ] Replacement<br>[ ] Withdrawn    |   |  |
| 04 |  |                             | [ ] New<br>[ ] Replacement<br>[ ] Withdrawn    |   |  |
| 05 |  |                             | [ ] New [ ] Replacement [ ] Withdrawn          |   |  |
| 06 |  |                             | [ ] New [ ] Replacement [ ] Withdrawn          |   |  |
| 07 |  |                             | [ ] New [ ] Replacement [ ] Withdrawn          |   |  |
| 08 |  |                             | [ ] New [ ] Replacement [ ] Withdrawn          |   |  |
| 09 |  |                             | [ ] New [ ] Replacement [ ] Withdrawn          |   |  |
| 10 |  |                             | []New<br>[]Replacement<br>[]Withdrawn          |   |  |

PC FFS-1

# Property & Casualty Transmittal Document (Revised 1/1/06)

|   | Reserved for Insurance   | 2. Insura  | ance Departme   | nt Use o  | nly   |                          |  |
|---|--|--|---|---|---|--------------------------|--|
|   | Dept. Use Only a. Date   |  | the filing is received:   |   |   |                          |  |
|   |  | b. Analys  | st:   |   |   |                          |  |
|   |  | c. Dispos  | sition:   |   |   |                          |  |
|   |  | d. Date o  | of disposition of   | the filing:   |   |                          |  |
|   |  | e. Effecti   | ve date of filing   | :   |   |                          |  |
|   |  |  | New Business  |   |   |                          |  |
|   |  |  | Renewal Busine  | ess   |   |                          |  |
|   |  | f. State   | Filing #:   | I.  |   |                          |  |
|   |  | g. SERF  | F Filing #:   |   |   |                          |  |
|   |  | h. Subje   | ct Codes  |   |   |                          |  |
| 3.  | Group Name   |  | <u>'</u>  |   |   | G                        | roup NAIC #                            |
|   | Nationwide Insurance Compar  | nies   |   |   |   |                          | 40                                     |
| 4.  | Company Name(s)  |  |   | Domicile  | NAIC#   |                          | FEIN#                                  |
|   | Nationwide Mutual Insurance  | Company  |   | ОН  | 140-2378  | 37                       | 31-4177100                             |
|   | Nationwide Mutual Fire Insura  |  | ny  | ОН  | 140-2377  |                          | 31-4177110                             |
|   | Nationwide Property & Casual   | ty Insurance   | Company   | ОН  | 140-3787  | 7                        | 31-0970750                             |
| 5.  | Company Tracking Number  |  |   | E-2006\   | NLSD-6S90   | QFQ                      |  |
|   |  |  |   |   |   |                          |  |
| Cor   | itact into of Filer(s) or Corbo  | rate Officer   | <b>(s)</b> finclude tol   | l-free num  | nberi   |                          |  |
| Cor<br>6.   | ntact Info of Filer(s) or Corpo<br>Name and address  | rate Officer<br>Title  | Telephone   |   | nberj<br>FAX #  |                          | e-mail                                 |
|   | Name and address Shirley Collins   | <b>Title</b><br>State Filing   |   | #s  |   | collin                   | e-mail<br>sa@nationwide.               |
|   | Name and address Shirley Collins One Nationwide Plaza  | Title  | Telephone #   | #s  | FAX#  | collin                   |  |
|   | Name and address Shirley Collins One Nationwide Plaza 1-17-02  | <b>Title</b><br>State Filing   | Telephone #   | #s  | FAX#  |                          |  |
|   | Name and address Shirley Collins One Nationwide Plaza  | <b>Title</b><br>State Filing   | <b>Telephone 9</b> (614)-249-435  | 3 (614)   | FAX#  |                          |  |
| 6.  | Name and address Shirley Collins One Nationwide Plaza 1-17-02  | <b>Title</b><br>State Filing   | Telephone #   | 3 (614)   | FAX#  |                          |  |
| 7.  | Name and address Shirley Collins One Nationwide Plaza 1-17-02 Columbus, OH 43215 Signature of authorized filer   | Title State Filing Specialist  | Telephone 7 (614)-249-435   | # <b>s</b> (614)  | FAX#  |                          |  |
| 7.<br>8.  | Name and address Shirley Collins One Nationwide Plaza 1-17-02 Columbus, OH 43215 Signature of authorized filer Please print name of authorize  | Title State Filing Specialist  | Telephone at (614)-249-435  | #s (614)  | FAX #<br>-249-3922  |                          |  |
| 7.<br>8.  | Name and address Shirley Collins One Nationwide Plaza 1-17-02 Columbus, OH 43215 Signature of authorized filer Please print name of authorize ng information (see General  | Title State Filing Specialist  | Telephone at (614)-249-435  Shirley A. Coll for descriptions  | ins   | FAX #<br>-249-3922<br>fields)                                     | com                      | sa@nationwide.                         |
| 7.<br>8.<br>Fillii<br>9.                            | Name and address Shirley Collins One Nationwide Plaza 1-17-02 Columbus, OH 43215 Signature of authorized filer Please print name of authorize  | Title State Filing Specialist ed filer   | Telephone at (614)-249-435  | ins of these I Multi-Per  | FAX #<br>-249-3922<br>fields)<br>ril – Liability                  | com                      | sa@nationwide.                         |
| 7.<br>8.<br>Filli<br>9.                             | Name and address Shirley Collins One Nationwide Plaza 1-17-02 Columbus, OH 43215 Signature of authorized filer Please print name of authorize ng information (see General Type of Insurance (TOI)  | Title State Filing Specialist  ed filer Instructions  p-TOI)                             | Shirley A. Coll for descriptions 5.0 Commercia  | ins of these I Multi-Per  | FAX #<br>-249-3922<br>fields)<br>ril – Liability                  | com                      | sa@nationwide.                         |
| 7.<br>8.<br>Fillii<br>9.<br>10.                     | Name and address Shirley Collins One Nationwide Plaza 1-17-02 Columbus, OH 43215  Signature of authorized filer Please print name of authorize ng information (see General Type of Insurance (TOI) Sub-Type of Insurance (Sub State Specific Product code applicable)[See State Specific Req   | Title State Filing Specialist  ed filer Instructions  o-TOI) (s) (if uirements]          | Shirley A. Coll for descriptions 5.0 Commercia 5.0003 Comme   | ins of these I Multi-Per  | FAX #<br>-249-3922<br>fields)<br>ril – Liability                  | com                      | sa@nationwide.                         |
| 7. 8. Fillin 9. 10. 11.                             | Name and address Shirley Collins One Nationwide Plaza 1-17-02 Columbus, OH 43215  Signature of authorized filer Please print name of authorize ng information (see General Type of Insurance (TOI) Sub-Type of Insurance (Sub State Specific Product code applicable)[See State Specific Req Company Program Title (Ma   | Title State Filing Specialist  ed filer Instructions  o-TOI) (s) (if uirements]          | Shirley A. Coll for descriptions 5.0 Commercia 5.0003 Comme   | ins of these I Multi-Per rcial Pack                                     | FAX #<br>-249-3922<br>fields)<br>ril – Liability<br>age           | and N                    | sa@nationwide.                         |
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### **Property & Casualty Transmittal Document—**

| 20. This filing transmittal is part of Company Tracking # | E-2006WLSD-6S9QFQ |
|---|-------------------|
|   |                   |

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

We are filing to adopt new endorsements applicable to Golf Course Property written on Commercial Package policies.

Please see Filing Memorandum for details.

22. Filing Fees (Filer must provide check # and fee amount if applicable)

[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: EFT Amount: \$50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

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<sup>\*\*\*</sup>Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

# Nationwide Mutual Insurance Company Nationwide Mutual Fire Insurance Company Nationwide Property & Casualty Insurance Company

### **Multi-Line - Commercial Package Policy – Forms**

We wish to place on file new optional property endorsements for certain Golf Course risks written on a Commercial Package Policy when both Commercial Property and Commercial General Liability coverages are provided.

#### Fire 3290 (7-06) - Golf Course Property Endorsement

This new optional endorsement modifies the Building and Personal Property Coverage Form, CP 00 10, and the Causes of Loss – Special Form, CP 10 30, with a package of revised and additional coverages, as follows:

Property coverage is extended from within 100 ft. to 1,000 ft. of premises

Covered Property is extended to include items such as golf carts, mowers and other landscaping and grounds maintenance equipment.

Modifications to Property Not Covered provisions:

- Land does not include the coverages provided for Putting Greens, Fairways and Tee Boxes.
- The paragraph for valuable papers and records is replaced to more specifically address the coverage intentions. This is the identical paragraph currently used in the 04 02 version of ISO form CP 00 10, Building and Personal Property Coverage Form (paragraph A.2.o.).
- Electronic data is Property Not Covered except to the extent coverage is provided by the new additional coverage for Electronic Data (see following).

#### Additional Coverage Amendments:

- Debris Removal additional limit is increased to \$25,000 from \$10,000.
- Preservation of Property number of days is increased to 45 from 30.
- Fire Department Service Charge is increased to \$10,000 from \$1,000.
- Pollutant Clean Up and Removal is increased to \$25,000 from \$10,000.

#### Added Additional Coverages:

- Debris Removal Coverage for Trees, Shrubs, and Plants \$10,000 coverage for loss cause by windstorm or hail.
- Damaged Master Key \$5,000 limit to adjust or replace locks when a master key is lost or damaged.
- Fire Extinguisher Recharge \$10,000 for recharge expense when used to fight a fire on premises.

- Arson Reward \$5,000 for information leading to a conviction of an arsonist involved in a covered fire loss. (This provision does not apply in New York; see NY amendatory endorsement, following, that modifies this coverage.)
- Back Up Or Overflow Water Damage \$25,000 coverage for water that backs up or overflows from a sewer, drain or sump.
- Interruption Of Services \$20,000 for direct or indirect loss or damage caused by interruption of water, communication or power supply services.
- Automatic Cooking Protection Systems \$1,000 to refill or recharge an cooking protection system when the loss is caused by accidental leakage or discharge.
- Business Income with Ordinary Income Limitation Actual loss of business income, including rental value, due to suspension of operations caused by direct loss of property. Coverage for Ordinary Payroll Expense is limited to 60 days.
- Extra Expense actual and necessary Extra Expense to minimize suspension of business caused by direct loss to property.
- Spoilage of Perishable Stock \$25,000 for loss or damage to perishable stock due to mechanical breakdown, contamination or power outage.
- Golf Ball Damage \$500 per occurrence for damage to a vehicle or other personal property of someone other than an insured cause by a golf ball while the property is on, or on roadways next to, the described premises. Coverage does not extend to real property adjacent to the premises.
- Mechanical Breakdown: Boiler, Pressure Vessels and Air Conditioning Units -\$10,000 per occurrence for direct damage to covered property caused by an accident.
- Forgery or Alteration \$5,000 coverage for forgery or alteration of checks, drafts, promissory notes, etc.
- Increased Cost of Construction lesser of \$25,000 or 10% of the limit of insurance applicable to the building for increased costs incurred to comply with enforcement of a building ordinance or law. This is the identical paragraph, other than the limits stated, currently used in the 04 02 version of ISO form CP 00 10, Building and Personal Property Coverage Form.
- Electronic Data \$10,000 for the cost to replace or restore data destroyed or corrupted by a Covered Cause of Loss (COL). \$2,500 coverage applies to the added COL for virus, harmful code or similar instruction introduced into a computer system. This is the identical paragraph, other than the limits stated, currently used in the 04 02 version of ISO form CP 00 10, Building and Personal Property Coverage Form.

### Amendments to Coverage Extensions:

- Newly Acquired or Constructed Property building limit is increased to \$1,000,000 from \$250,000. Your Business Personal Property is extended to include newly acquired and owned groundskeeping equipment and golf carts and such equipment that is leased, rented, loaned or borrowed for 30 days. Insurance under this extension applies until the end of the policy term.
- Personal Effects and Property of Others limit is increased to \$15,000 from \$2,500.
- Property Off Premises limit is increased to \$15,000 from \$10,000.

- Payment for loss or damage to golfing equipment of others, including clubs and carts, in excess of any other valid and collectible insurance is paid to the account of the owners up to \$50,000, but limited to \$2,500 per person.
- The extension for Valuable Papers and Records Cost of Research is replaced by a new paragraph titled Valuable Papers and Records (Other Than Electronic Data). Coverage limit is increased to \$25,000 from \$2,500 in the current extension.
- The extension for Outdoor Property is replaced with a new paragraph that includes a number of outdoor golf course property items including in-ground sprinkler systems, bridges, roadways, hole and tee markers, ball washers, flags and benches, to name a few. A limit of \$50,000 applies for listed specified perils. Coverage for Wind or Hail may be deleted by entry in the Schedule of the endorsement. Coverage for Trees, Shrubs and Plants applies with a limit of \$10,000, but no more than \$500 per item. Outdoor sign coverage applies up to the cost to repair or replace the sign.
- Accounts Receivable coverage extension is added for a limit of \$25,000.
- Artificially Generated Electrical Current Damage extension is added for a limit of \$15,000.
- Employee Dishonesty extension is added with a limit of \$10,000 per occurrence.
- Money and Securities extension is added for \$10,000 on premises or within a bank or savings institution and \$10,000 while away from premise or bank/savings institution.
- Putting Greens, Fairways and Tee Boxes extension is added. Coverage for the cost to repair these items when the damage is caused by a listed peril is provided up to \$100,000. Coverage includes debris removal. Coverage for Wind or Hail may be excluded by entry in the Schedule of the endorsement.
- Salespersons Samples Coverage under Your Business Personal Property may be extended to apply to salesperson's samples while away from premises, up to \$10,000.

#### Limits of Insurance amendments:

- The \$1,000 limitation for outdoor signs attached to buildings is deleted.
- The third paragraph of the Limits of insurance section is replaced with an expanded list of coverage limits that are in addition to the Limits of Insurance.
- The fourth paragraph of the Limits of insurance section is replaced with an expanded list of coverages that will not increase the applicable Limits of Insurance.

Section D. Deductible is amended to specify that the policy deductible does not apply to Business Income, Extra Expense, Golf Ball Damage, Fire Extinguisher Recharge and Arson Reward (not applicable in New York).

Under Section E. Loss Conditions, a condition is added to Duties in the Event of Loss or Damage to specify that the insured must resume all or part of operations as quickly as possible.

Under Section F. Additional Conditions, a provision applicable to the Forgery Or Alteration Additional Coverage is added to specify that we will treat mechanically reproduced facsimile signatures the same as handwritten signatures.

Under Section G. Optional Coverages a Your Business Personal Property (BPP) Limit – Seasonal Increase option is added. It increases BPP automatically by 25% to account for seasonal variations when the Limit of Insurance for BPP shown in the Declarations is at least 100% of the average monthly values.

Amendments to the Causes of Loss – Special Form,

- The Glass limitation is deleted when coverage for building or structures is provided by the policy
- Additional Coverage Extensions Property in Transit coverage is extended to 1,000 feet from the described premises; flood, earthquake and collapse of a bridge, culvert, dock or wharf perils are added, and the current \$1,000 limit under the Extension is increased to \$25,000.

Additional Definitions are added.

#### Fire 3291 (7-06) – Golf Course Increased Limits Schedule

This form allows the limits for certain coverage in Fire 3290, Golf Course Property Endorsement, to be increased.

Please refer to the copies of the new forms attached for details of these coverages.

A companion rules filing for these endorsements is also being submitted separately.